

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1600 K STREET, NW  
SUITE 200  
WASHINGTON, D.C.  
20006-2973  
\_\_\_\_\_  
(202) 393-2266  
FAX (202) 393-2156

RECORDATION NO. 11047-I FILED  
JAN 5 '01 3-06 PM  
TS  
SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

June 1, 2001

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of a Termination and Release dated as of May 17, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to all documents previously filed with the Commission/Board under Recordation Numbers 11047 through 11047-H.

The names and addresses of the parties to the enclosed document are:

Trustee: First Security Bank  
79 South Main Street  
Salt Lake City, Utah 84111

Owner : Helm Locomotive Leasing  
Corporation  
One Embarcadero Center  
San Francisco, CA 94111

Mr. Vernon A. Williams  
June 1, 2001  
Page Two

A description of the railroad equipment covered by the enclosed document is:

600 open top hopper railcars SFIX 1 - SFIX 600

A short summary of the document to appear in the index follows:

Termination and Release

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm  
Enclosures

### TERMINATION & RELEASE

THIS TERMINATION & RELEASE is dated as of May 17, 2001, by First Security Bank, N.A. (f.k.a. First Security Bank of Utah, N.A., f.k.a. First Security State Bank), not in its individual capacity, but solely as trustee ("Trustee") in favor of Helm Locomotive Leasing Corporation (as the successor in interest to First Security National Bank & Trust Company of Lexington and Westinghouse Credit Corporation) ("Owner").

WHEREAS, Trustee is the "Trustee" and Owner is the "Owner" under that certain Trust Agreement dated as of as of July 24, 1979 (the "Trust Agreement") with respect to six hundred (600) 100-ton open top hopper railcars originally bearing the SFIX mark and in the numbered series SFIX 1 - 600 (the "Equipment");

WHEREAS, the Equipment was subject to that certain Lease of Railroad Equipment dated as of November 2, 1979, as amended (the "Lease") with the Trustee as the Lessor and with Helm Financial Corporation as the Lessee (as the assignee of Arkansas Power & Light Company, the assignee of the original lessee, Systems Fuels, Inc.) recorded with the Surface Transportation Board of the U.S. Department of Transportation (f.k.a. the Interstate Commerce Commission) ("STB") on November 13, 1979 at 2:30 p.m. under recordation number 11047-B, which such Lease has been terminated;

WHEREAS, Owner as the holder of the 100% owner interest in the Trust Agreement and in the Trust Estate (as defined in the Trust Agreement) has notified and directed the Trustee to terminate the Trust Agreement and to transfer ownership of the Equipment directly to Owner; and

WHEREAS, Trustee and Owner wish to clear the records of the STB under recordation number 11047.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustee and Owner intending to be legally bound hereby, consent and agree as follows:

RECORDATION NO. 11047-I FILED

JUN 5 '01 3-06 PM

SURFACE TRANSPORTATION BOARD

1. Termination of Trust. Pursuant to Section 9.01 of the Trust Agreement, the Trust Agreement and the trusts thereby created are hereby terminated and shall be of no further force or effect.

2. Sale of Units. The Trustee hereby agrees to sell, transfer and convey to Owner all property, including all right, title and interest of the Trustee in and to the Trust Documents (as defined in the Trust Agreement) and the Equipment, and all money and other property and proceeds constituting the Trust Estate. Trustee hereby agrees to execute and deliver to Owner a notarized Bill of Sale conveying all of Trustee's right, title and interest in and to the Equipment (or such portion thereof which remains subject to the Lease) and the Trust Estate.

3. Termination of Lease. The Lease, as such document has been amended and supplemented from time to time, is hereby terminated effective July 1, 2000.

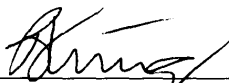
4. Release of Liens. The Trustee hereby acknowledges and agrees that any and all interests which pertain to the Trustee, whether in the form of ownership interests, security interests, liens or other encumbrances, are forever released, cancelled and terminated and are of no further force and effect. The foregoing release, includes, without limitation, any and all documents that have been recorded with the STB, including any and all documents under recordation numbers 11047 and 11047-A through 11047-H.

[This space intentionally left blank]

IN WITNESS WHEREOF, Trustee and Owner have caused this Termination of Trust to be duly executed and delivered by their officers thereunto duly authorized as of the day and year set forth above.

Trustee:

First Security Bank, N.A., not  
in its individual capacity, but  
solely as Trustee

By: 

Name: Brett R. King  
Vice President

Title: \_\_\_\_\_

Owner:

Helm Locomotive Leasing  
Corporation

By: 


Name: David R. Eckles

Title: Chief Executive  
Officer

With respect only to the Lease referred to in item 3 above, Helm Financial Corporation hereby acknowledges and agrees that the Lease terminated effective July 1, 2000.

Acknowledged and agreed:

Helm Financial Corporation

By: 

Name: David R. Eckles

Title: Chief Executive Officer

STATE OF UTAH

COUNTY OF

Salt Lake

) S.S.

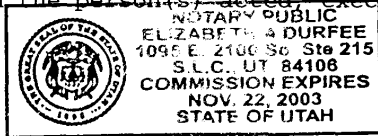
ELIZABETH A. DURFEE

On May 17, 2001, before me, \_\_\_\_\_, personally appeared  
Brett R. King, Vice President of FIRST SECURITY BANK, N.A.,

X personally known to me -OR-

\_\_\_\_\_ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Elizabeth A. Durfee  
SIGNATURE OF THE NOTARY

[Notarial Seal]

STATE OF CALIFORNIA

)

) S.S.

COUNTY OF SAN FRANCISCO

)

On May 17, 2001, before me, Matthew M. Ogburn, personally appeared David R. Eckles, Chief Executive Officer of HELM LOCOMOTIVE LEASING CORPORATION,

X personally known to me -OR-

\_\_\_\_\_ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Matthew M. Ogburn  
SIGNATURE OF THE NOTARY

[Notarial Seal]



STATE OF CALIFORNIA                    )  
  ) S.S.  
COUNTY OF SAN FRANCISCO            )

On May 17, 2001, before me, Matthew M. Ogburn, personally appeared David R. Eckles, Chief Executive Officer of **HELM FINANCIAL CORPORATION**,

  X   personally known to me -OR-

       proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Matthew M. Ogburn  
SIGNATURE OF THE NOTARY

[Notarial Seal]

